

EXHIBIT 24

Message

From: Brent Walls [brent.walls@walls-cpa.com]
Sent: 1/1/2018 7:04:58 PM
To: Jeff Hoops [JHoops@revelenergy.com]
Subject: Clearwater Investment, et al - 2018 Engagement Letter
Attachments: EL - Clearwater Investments Holdings, et al.pdf

Jeff,

I hope you and your family have enjoyed the holidays. Please find attached the engagement letter for Clearwater Investment Holdings, Triple H, Hoops Family Foundation, and the Hoops family members. This also includes Omni Insurance Group. Please review and let me know if you have any questions, comments, or suggestions. The stated fee is the approved \$1,200 per month that we discussed previously for these entities/individuals.

If you approve of the engagement letter, please print and have Trish sign as the manager of Clearwater Investment Holdings, LLC.

Thank you,

Brent T. Walls, CPA | *Managing Partner*

Walls & Associates, PLLC
1051 Main Street, Suite 100
Milton, WV 25541

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M 304-972-2650
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January 1, 2018

Patricia A. Hoops
Clearwater Investment Holdings, LLC, et al
1540 Gulf South Boulevard
Clearwater, FL 33767

Dear Patricia,

This letter is to confirm our acceptance and our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to Clearwater Investment Holdings, LLC, Triple H Family LP, Omni Insurance Group, LLC, The Hoops Family Foundation, and the Hoops family, collective herein referred to as the “Hoops Entities” or the “Company”.

We will perform the following services:

1) We will provide you with the following bookkeeping services:

- Reconcile checking account with bank statements each month.
- Record depreciation, as required.
- Analyze accounts payable and prepare checks as instructed and approved by management.
- Record all income and expenses, deposits, and adjusting entries needed each month.

Our bookkeeping services will cover the year ended December 31, 2018

2) We will prepare the financial statements of Clearwater Investment Holdings, LLC, which comprise the annual and monthly balance sheets and the related statements of income and changes in stockholders' equity, and cash flows for the year ended December 31, 2018 and 2017, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required by accounting principles generally accepted in the United States of America.

The objective of the preparation and compilation portion of our engagement is to—

- Prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Walls & Associates PLLC

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We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
- c) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- d) The prevention and detection of fraud.
- e) To ensure that the Company complies with the laws and regulations applicable to its activities.
- f) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g) To provide us with—
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

- additional information that we may request from you for the purpose of the compilation engagement.
- unrestricted access to persons within the Company of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. We are not independent with respect to Clearwater Investment Holdings, LLC. We will disclose that we are not independent in our compilation report.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

- 3) We will prepare all Federal and State tax returns, as required, for the Hoops' Entities for the year ended December 31, 2017 from the information you furnish us. For the purposes of this paragraph, the Hoops' Entities refers to the following:
- Jeffery A. Hoops, Sr. and Patricia A. Hoops' personal income tax return, which includes the following single member limited liability companies:
 - Clearwater Investment Holdings, LLC
 - Triple H Family LP
 - Triple H Aviation, LLC
 - Triple H Real Estate, LLC
 - JBLCO, LLC
 - Genesis Trucking, LLC
 - Omni Insurance Group, LLC (an inactive Partnership)
 - The Hoops Family Foundation (a Private Foundation)
 - The following personal income tax returns, if required:
 - Jeffery Hoops, Jr. and Jessica Hoops
 - Jeremy Hoops and Lesley Hoops
 - Joshua Hoops and Amanda Hoops
 - Jameson Hoops
 - Journey Hoops
 - Abigail Hoops
 - Lilly Hoops
 - Gift Tax Returns, if required, for Jeffery A. Hoops Sr. and Patricia A. Hoops

We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification or additional data. It is your responsibility to provide us with all the information required for preparing complete and accurate returns.

The objective of our tax services portion of the engagement is to prepare the tax returns in accordance with Statements on Standards for Tax Services issued by the AICPA and comply

with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the returns. You also have final responsibility for the tax return and, therefore, the appropriate company officials should review the return carefully before an authorized officer signs and files it.

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.

Our work in connection with the preparation of the tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without any verification by us.

In accordance with federal law, in no case will we disclose your tax return information to any location outside the United States, to another tax return preparer outside of our firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that do not meet these standards. Accordingly, we will advise you if we identify such a situation, and we will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit disclosure, we reserve the right to withdraw from the tax services portion of the engagement. Likewise, where we disagree about the obligation to disclose a position, you also have a right to choose another professional to prepare your return. In either event, you agree to compensate us for our services to the date of the withdrawal. Our engagement with you will terminate upon our withdrawal.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

Certain communications involving tax advice may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

The returns may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in our fees for preparation of the tax returns.

Other Relevant Information

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Brent T. Walls, CPA is the engagement partner and is responsible for supervising the engagement and signing the compilation report or authorizing another individual to sign it.

We estimate that our fees for the bookkeeping services and the financial statement preparation and compilation will be \$4,400, and the fees for the tax services will be \$10,000. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month (\$1,200 per month, plus any billable out-of-pocket costs) and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes ninety (90) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Walls & Associates, PLLC

Walls & Associates, PLLC

Acknowledged:

Patricia A. Hoops, Manager
Clearwater Investment Holdings, LLC

Message

From: JDavid Mills [JDavid.Mills@bankwithunited.com]
Sent: 1/3/2019 8:18:29 PM
To: Jeff Hoops [Jeff.Hoops@blackjewel.us]; Brent Walls [brent.walls@walls-cpa.com]
CC: StacyA Miller [StacyA.Miller@bankwithunited.com]
Subject: RE: Clearwater Trust

Thank you Jeff.

Do we need to open a separate investment management account for Clearwater Trust in order to receive the \$14,000 transfer from Clearwater Investment Holding to be applied to or will this continue to transfer to Dynasty Trust?

Dave

From: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Sent: Thursday, January 03, 2019 3:14 PM
To: JDavid Mills <JDavid.Mills@bankwithunited.com>; Brent Walls <brent.walls@walls-cpa.com>
Cc: StacyA Miller <StacyA.Miller@bankwithunited.com>
Subject: RE: Clearwater Trust

Dave:

There is an entity Clearwater Trust, LLC, but it is just a holding company as there is an entity Clearwater Investment, LLC that is the equivalent of Triple H Family, LP, it is not a Trust and that is the entity the assets in Triple H should transfer over to and Hoops Dynasty Trust will stay the same and not be impacted by this restructuring.

The \$650k in the Hoops Dynasty Trust will remain the same. Below is an org chart for the entities that are in place now, hopefully this will help.....Thanks.....Jeff

PATRICI A A HOOPS	JEFFERY A. HOOPS	REVELATIO N TRUST	LEXINGTON TRUST	BLACKJEW L TRUST	TRIPLE H FAMILY, LP	
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100.00%	100.00%	36.50%	89.00%	99.00%	50%	50%
PERSONAL ASSETS	PERSONAL ASSETS	REVELATION ENERGY, LLC	LEXINGTON COAL COMPANY	BLACKJEWEL, LLC	OMNI INSURANCE GROUP, LLC	BLACK DIAMOND INSURANCE
PH 2 in Clearwater, Florida	+\$1mm IRA	LIME ROCK PARTNERS, LLC 62.50%	\$40mm Trust Funds	+\$400mm Assets	JERRY NEAL 50%	HEATHER HAMMOND 25%
\$16mm Investment Account	+\$600k 401-K	JEFF HOOPS, SR. 1%	+\$125mm Cash	\$1.5mm Cash		JACOBS MANAGEMENT GROUP 25%
IRA			JEFF HOOPS, SR. 1%	JEFF HOOPS, SR. 1%		

30.00%	30.00%
KEWA	BLACKJEWEL MARKETING & SALES, LLC
+\$1BN RECLAMATION BOND FUND	30% UNIPER
	40% JAVELIN COMMODITIES

100.00%
CONSTRUCTION & RECLAMATION SERVICES, LLC
+\$1BN RECLAMATION BOND FUND
STEVE POE, 25% NPI
RAY DAUGHERTY, 24% NPI



Jeff Hoops

Blackjewel L.L.C.
1051 Main Street
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Email: jeff.hoops@blackjewel.us

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Cell: 304-541-2059



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From: JDavid Mills [<mailto:JDavid.Mills@bankwithunited.com>]

Sent: Thursday, January 3, 2019 1:43 PM

To: Brent Walls <brent.walls@walls-cpa.com>; Jeff Hoops <Jeff.Hoops@blackjewel.us>

Cc: StacyA Miller <StacyA.Miller@bankwithunited.com>

Subject: RE: Clearwater Trust

Brent & Jeff,

Hoops Dynasty Trust is an investment management account held within our wealth management group. Just to be clear, you are directing us to open a new investment management account in the name of Clearwater Trust and to have the assets of the Dynasty Trust transferred over in kind. Correct?

Would you also like us to close the Dynasty IMA account out once the transfer has occurred?

Dave

From: Brent Walls <brent.walls@walls-cpa.com>

Sent: Thursday, January 03, 2019 11:38 AM

To: JDavid Mills <JDavid.Mills@bankwithunited.com>; Jeff Hoops <Jeff.Hoops@blackjewel.us>

Subject: RE: Clearwater Trust

I would assume Jeff would like to mirror how the Dynasty Trust is setup. I do not have access to Dynasty Trust as Jeff maintains the accounting for that trust.

Thank you,

Brent T. Walls, CPA | *Managing Partner*

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From: JDavid Mills <JDavid.Mills@bankwithunited.com>
Sent: 01/03/2019 11:36 AM
To: Brent Walls <brent.walls@walls-cpa.com>; Jeff Hoops <Jeff.Hoops@blackjewel.us>
Subject: RE: Clearwater Trust

Do you want this as a traditional DDA or a MMA?

Dave

From: Brent Walls <brent.walls@walls-cpa.com>
Sent: Thursday, January 03, 2019 11:33 AM
To: JDavid Mills <JDavid.Mills@bankwithunited.com>; Jeff Hoops <Jeff.Hoops@blackjewel.us>
Subject: Clearwater Trust

Jeff/David,

We will also need to setup a new account for Clearwater Trust (FEIN [REDACTED]) as this is the entity that owns 99% of Clearwater Investment Holdings, LLC. It is setup the same as Hoops Family Dynasty Trust with the exception that Trish is the 1% GP.

Jeff, I assume the \$14,000 transfer each month will now come from Clearwater Investment Holdings to Clearwater Trust?

Thank you,

Brent T. Walls, CPA | *Managing Partner*

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Message

From: Brent Walls [Brent.Walls@CLEARWATERIH.us]
Sent: 1/28/2019 11:03:56 AM
To: StacyA Miller [StacyA.Miller@bankwithunited.com]; Jeff Hoops [Jeff.Hoops@blackjewel.us]; JDavid Mills [JDavid.Mills@bankwithunited.com]
Subject: RE: Clearwater Investment

Let's keep that in Triple H for now. I'll get with Jeff this week and go over the cash flow for all of the various entities. Will reach back out to you soon.

Thank you,

Brent T. Walls, CPA
Chief Financial Officer

Clearwater Investment Holdings, LLC
1051 Main Street, Suite 100
Milton, WV 25541

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F 304-390-6006

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From: StacyA Miller <StacyA.Miller@bankwithunited.com>
Sent: 01/28/2019 10:52 AM
To: Brent Walls <Brent.Walls@CLEARWATERIH.us>; Jeff Hoops <Jeff.Hoops@blackjewel.us>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Subject: RE: Clearwater Investment

Do you want the \$500 from Triple H checking account moved to the Clearwater investment account ?

Stacy A. Miller

Vice President
Wealth Advisor
United Bank
Wealth Management
PO Box 393
Charleston, WV 25322
(o) [304.348.8349](tel:304.348.8349)
(f) [304.348.8476](tel:304.348.8476)
Email: stacya.miller@bankwithunited.com

United Bank @ your service

From: Brent Walls <Brent.Walls@CLEARWATERIH.us>
Sent: Monday, January 28, 2019 9:50 AM
To: StacyA Miller <StacyA.Miller@bankwithunited.com>; Jeff Hoops <Jeff.Hoops@blackjewel.us>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Subject: RE: Clearwater Investment

The Triple H account will become dormant as all activity is going through Clearwater now.

Thank you,

Brent T. Walls, CPA
Chief Financial Officer

Clearwater Investment Holdings, LLC
1051 Main Street, Suite 100
Milton, WV 25541

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From: StacyA Miller <StacyA.Miller@bankwithunited.com>
Sent: 01/28/2019 9:28 AM
To: Brent Walls <Brent.Walls@CLEARWATERIH.us>; Jeff Hoops <Jeff.Hoops@blackjewel.us>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Subject: RE: Clearwater Investment

I thought Jeff was responding to Dave's email regarding the Triple H account balance to leave \$500k.

Sorry, we can transfer funds back to the Clearwater operating account this morning.

Thanks,

Stacy A. Miller

Vice President
Wealth Advisor
United Bank
Wealth Management
PO Box 393
Charleston, WV 25322
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(f) [304.348.8476](tel:304.348.8476)
Email: stacya.miller@bankwithunited.com

United Bank @ your service

From: Brent Walls <Brent.Walls@CLEARWATERIH.us>
Sent: Monday, January 28, 2019 9:14 AM
To: Jeff Hoops <Jeff.Hoops@blackjewel.us>; StacyA Miller <StacyA.Miller@bankwithunited.com>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Subject: RE: Clearwater Investment

Stacy,

I thought we were going to leave \$500K in the Clearwater operating account per Jeff's instructions below? It appears you have transferred the entire \$11mm over to the investment account, leaving approximately \$104K in the operating account. We will be issuing a \$192K check today for materials at the resort and will need to transfer funds from Clearwater to Grand Patrician Resort to cover this expense. Please advise.

Thank you,

Brent T. Walls, CPA
Chief Financial Officer

Clearwater Investment Holdings, LLC
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From: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Sent: 01/25/2019 8:19 AM
To: Brent Walls <Brent.Walls@CLEARWATERIH.us>; StacyA Miller <StacyA.Miller@bankwithunited.com>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Subject: RE: Clearwater Investment

Thanks, will let you know when we get meeting arranged.....Jeff

BLACKJEWEL

Jeff Hoops

Blackjewel L.L.C.
1051 Main Street
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From: Brent Walls [<mailto:Brent.Walls@CLEARWATERIH.us>]
Sent: Thursday, January 24, 2019 1:17 PM
To: StacyA Miller <StacyA.Miller@bankwithunited.com>; Jeff Hoops <Jeff.Hoops@blackjewel.us>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Subject: RE: Clearwater Investment

Thank you, Stacy.

Jeff, please let me know if you would like for me to join the meeting with Steve and Stacy.

Thank you,

Brent T. Walls, CPA
Chief Financial Officer

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1051 Main Street, Suite 100
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From: StacyA Miller <StacyA.Miller@bankwithunited.com>
Sent: 01/24/2019 1:12 PM
To: Jeff Hoops <Jeff.Hoops@blackjewel.us>; JDavid Mills <JDavid.Mills@bankwithunited.com>
Cc: brent.walls@walls-cpa.com
Subject: RE: Clearwater Investment

Good Afternoon All,

The assets have been transferred to the new Clearwater investment account and the current balance is \$ 14,693,365.05.

As mentioned before, Steve and I will meet with Jeff in the next week or so to discuss investment strategy for the current holdings and new cash.

Thanks,

Stacy A. Miller

Vice President
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Wealth Management
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(f) [304.348.8476](tel:304.348.8476)
Email: stacya.miller@bankwithunited.com

United Bank @ your service

From: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Sent: Wednesday, January 23, 2019 1:23 PM
To: JDavid Mills <JDavid.Mills@bankwithunited.com>; StacyA Miller <StacyA.Miller@bankwithunited.com>

Cc: brent.walls@walls-cpa.com

Subject: RE: Clearwater Investment

Thanks, probably want to leave \$500k in that account, then as it builds up to \$1mm we will move it in \$500k increments to the investment side.....Thanks.....Jeff

BLACKJEWEL

Jeff Hoops

Blackjewel L.L.C.

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From: JDavid Mills [<mailto:JDavid.Mills@bankwithunited.com>]

Sent: Wednesday, January 23, 2019 1:03 PM

To: Jeff Hoops <Jeff.Hoops@blackjewel.us>; StacyA Miller <StacyA.Miller@bankwithunited.com>

Cc: brent.walls@walls-cpa.com

Subject: RE: Clearwater Investment

Jeff and Stacy,

The DDA for Triple H has approximately \$1,686,094.47 currently assessible.

Dave

From: Jeff Hoops <Jeff.Hoops@blackjewel.us>

Sent: Wednesday, January 23, 2019 12:56 PM

To: StacyA Miller <StacyA.Miller@bankwithunited.com>; JDavid Mills <JDavid.Mills@bankwithunited.com>

Cc: brent.walls@walls-cpa.com

Subject: RE: Clearwater Investment

Brent:

Assume you are depositing the \$11.1mm today in the Operating Account for Clearwater.

Stacy:

I think there is approximately \$2mm in a money market account at Triple H that will move over in addition to the Triple H Investment account, so a total of around \$15mm will be available at Clearwater to invest once everything is in its place.....Thanks....Jeff

BLACKJEWEL

Jeff Hoops

Blackjewel L.L.C.
1051 Main Street
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From: StacyA Miller [<mailto:StacyA.Miller@bankwithunited.com>]

Sent: Wednesday, January 23, 2019 12:51 PM

To: Jeff Hoops <Jeff.Hoops@blackjewel.us>; JDavid Mills <JDavid.Mills@bankwithunited.com>

Cc: brent.walls@walls-cpa.com

Subject: RE: Clearwater Investment

Jeff,

Are you expecting the \$11mm to hit the Clearwater checking or investment account? I will watch for it and then Steve Sears and I will run out to meet with you to discuss the strategy going forward. The \$2.4mm Triple H assets are being moved as we speak to the new account. Is there another source of funding to hit the \$15-16mm total of qualifying assets? This may have been an estimate.

Thanks,

Stacy A. Miller

Vice President

Wealth Advisor

United Bank

Wealth Management

PO Box 393

Charleston, WV 25322

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Email: stacya.miller@bankwithunited.com

United Bank @ your service

From: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Sent: Wednesday, January 23, 2019 9:02 AM
To: JDavid Mills <JDavid.Mills@bankwithunited.com>
Cc: brent.walls@walls-cpa.com; StacyA Miller <StacyA.Miller@bankwithunited.com>
Subject: Clearwater Investment

Dave:

At your earliest convenience I would like to proceed with putting a facility in place for Clearwater Investment at 80% of the qualifying assets, which as of today I believe will be around \$15 – \$16mm. I expect that sum to grow rather quickly this year as we have several million in AR that appears will get paid this year as well as continued income from Active Medical, Genesis Trucking, Black Diamond Insurance, and other investments. Again, my vision is to pay for the Grand Patrician Resort out of cash flow, then as facilities are finished and come on line look at putting permanent long term financing in place.

Also, I would like to leave my existing personal line in place, but I have a \$3mm note I am holding that should get paid off this year and will use those funds to pay off the current balance which is just over \$1mm I believe.

Objective for Lines of Credit:

- Personal Line \$8mm will stay in place
- Clearwater \$12mm initial facility that will grow as investment fund grows.

Stacy:

There should be a deposit for \$11mm hit the Clearwater account this week and I would like to revisit my investments here and develop a strategy going forward for putting these new funds to work similar to my personal investment account. I expect to be adding several hundred thousand per quarter to this fund as we move through the year.....Thanks.....Jeff

BLACKJEWEL

Jeff Hoops

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From: Brent Walls <brent.walls@walls-cpa.com>
To: Jeff Hoops
Sent: 12-Sep-18 12:07:37 PM
Subject: RE: W&A Loans

Jeff,

I am more than happy with the direction things are going and am seeing the big picture more clearly every day. You have been more than fair to me and continue to surprise me with the opportunities you bring. The projects you are working on, the businesses we are growing, the impact on the local communities, the fact we have grown W&A into a \$1mm practice, and the list goes on. Our partnership and working relationship is what I want. I would like to stay the course with our current plan and seize any discussions about refinancing your loan. I am learning more and more from you as we work closer together, you have decades of experience that I want to learn from. There is so much value in that all by itself. W&A may not be the cash generator for either one of us yet, but I have faith that it will get there, in due time.

My gut is telling me this is the right decision for me and hope you feel the same. I look forward to what we can accomplish together.

Thank you,

Brent T. Walls, CPA | Managing Partner

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From: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Sent: 09/11/2018 4:57 PM
To: Brent Walls <brent.walls@walls-cpa.com>
Subject: RE: W&A Loans

Brent:

I understand your thinking completely and just want you to be happy with whatever you do as life is too short to be in a partnership or situation that does not work for you or you feel is unfair. I just want what is best for you, so whatever decision you make is fine with me and if you want to down the path we have laid out, I am fine with it, just sleep on it, look at all of the various options and make sure that is what you want to do.....Thanks....Jeff

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From: Brent Walls [<mailto:brent.walls@walls-cpa.com>]
Sent: Tuesday, September 11, 2018 3:33 PM
To: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Subject: RE: W&A Loans

Jeff,

I would like to stay as is. I was originally trying to find ways to free up cash for Clearwater, but see now that the 10% is a way to bring value to you as W&A is not the cash generator that your other businesses are. I do not want to hinder our relationship as I am seeing the big picture more clearly every day and want to continue bringing value to your businesses. As I stated last night, I would much rather pay you the interest than Chase. You have treated me more than fairly and I apologize for bringing this up. I promise not to bring it up again.

Thank you,

Brent T. Walls, CPA | Managing Partner

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From: Jeff Hoops <Jeff.Hoops@blackjewel.us>
Sent: 09/11/2018 3:19 PM
To: Brent Walls <brent.walls@walls-cpa.com>
Subject: RE: W&A Loans

Brent:

I gave this some thought as I certainly understand how you arrived at this proposal from your perspective and here are my thoughts from my perspective:

1. Recently I agreed to restructure our arrangement in a manner that increases your compensation from \$60,000 to \$90,000 per year plus a vehicle allowance, so clearly a benefit to you personally that dilutes my profits from W&A
2. While cash flow is always a challenge in any business, you do own 50% of a business that

3. Here are the options as I see them and I am fine with either of them:
- You can do SBA Loan for full amount and I will agree in a meltdown that I would be responsible for 50% of the balance
 - You can do SBA Loan for half of the amount and you contribute it, repay 50% of my loans and I will contribute the other 50%
At this point any free cash flow would be distributed 50/50 and you would use your share to service your SBA Loan
 - Can stay as is
 - It seems like we are visiting this issue fairly often and I really do not enjoy this part of the business and am willing to offer up going our separate ways, I will make the loan interest free and you can have 100% of the business as the way you lay things out makes me feel like I am not being fair to you, yet I feel like I have done as much or more than I promised going in to the deal. I will find an accountant and would be happy to send my tax business to you as there are no hard feelings, but just seems like you are not satisfied and looking for more. You are building a lot of value, but unfortunately it is not the cash generator that Genesis, Active Medical or Black Diamond are and I do not see that changing anytime soon.
Under this scenario it would seem to make sense for you to consolidate everything in Hamlin, which would work well as we are going to need more office space here in the near future.
From my standpoint I do not see Walls & Associates as a big success for me, but I committed to it and have lived up to my end of the bargain.

Please do not take any of this wrong, as you state your positions in a matter of fact format and I am just doing the same. Your commitment to make progress comes out of my pocket and not from the business so difficult for me to see the attraction from my end. A 10% rate is low for an unsecured loan for a start-up business, so option d above gives you a way out and allows you to take 100% control of your destiny and I am totally fine with that option. I feel more and more on the defense with you these days as clearly you are not satisfied with the structure or adjustments we have made and I never want to be in a partnership where my partner feels like I have taken advantage of them and so my preference is to make it interest free and go our separate ways.

I have way too much going on as you know to be consumed with dealing with restructuring our deal every month or so. Again, no hard feelings, but this would be a great outcome for you as you would immediately pick up \$700,000 in equity and an interest free loan for \$341,000.....Thanks.....Jeff

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From: Brent Walls [<mailto:brent.walls@walls-cpa.com>]
Sent: Monday, September 10, 2018 10:04 PM

Jeff,

Here is the information we were discussing this evening:

- As of today, W&A owes Clearwater Investments \$41,566.65 on the initial \$65,000 loan, plus the \$300,000 loan to purchase the Hamlin practice. Total of \$341,566.65. The first loan is zero percent interest and the \$300K loan is 10% interest only as of right now. I have been paying approximately \$1,000 to \$1,500 a month toward the initial loan and \$2,500 interest only payments per month on the second loan.
- Back in July, Chase was offering the following:
 - \$348,000 term loan at 6.75% fixed rate, 10 year loan and amortization
 - \$50,000 Line of Credit at Prime +4%, terms after 3 years for 7 years (10 years total).
 - They are also waiving the 3% fee due to my military service – a \$12,000 savings.
 - No other fees to refinance that I have been made aware of at this time.
- Chase modified the amounts since July to increase the LOC and changed the rates due to their pricing/rating model. I cannot find where I wrote the updated figures and rates down... might be in one of my note books at the office.

Jason called me on Friday to ask if you and I had a chance to discuss what we did tonight regarding the service agreements we have in place. I am indifferent as to whether we move forward with Chase or if you have other suggestions?

My goal would be to make progress on the \$341,566.65 owed to Clearwater and preferably at a lower interest rate than 10%. I will always be grateful for your continued trust in me and our vision at W&A as well as my new position at Clearwater. I am only looking at ways to improve our bottom line and make true progress on the debt at W&A as well as get funds back into Clearwater for your future projects and investments.

I look forward to hearing your opinion on how to move forward as I trust and respect you 100%.

Thank you,

Brent T. Walls, CPA | *Managing Partner*

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